

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
INBOUND EMS 2

Docket No.  
CP2021-128

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING CHANGES IN  
RATES NOT OF GENERAL APPLICABILITY FOR INBOUND EMS 2, AND  
APPLICATION FOR NON-PUBLIC TREATMENT**  
(August 10, 2021)

In accordance with 39 C.F.R. § 3035.105, the United States Postal Service (Postal Service) hereby gives notice of a change in rates not of general applicability for Inbound EMS 2, to be effective January 1, 2022, if favorably reviewed by the Postal Regulatory Commission (Commission). The Postal Service must give notice of these new rates to the Universal Postal Union (UPU) by Tuesday, August 31, 2021, and, therefore, respectfully requests the Commission's favorable review by Friday, August 27, 2021.

***Background***

Rates not of general applicability for Inbound EMS 2 were established under the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates, issued on February 7, 2019 (Governors'

Decision No. 19-1). The Commission previously determined that Inbound EMS 2 is appropriately classified as a competitive product.<sup>1</sup>

The Commission reviewed changes in rates not of general applicability for Inbound EMS 2 effective each January 1 from 2010 through 2021 (except 2017, for which the Postal Service did not seek to change rates from 2016).<sup>2</sup> With this filing, the Postal Service notifies the Commission of changes to Inbound EMS 2 rates that are intended to take effect January 1, 2022.

### ***Filing of Rates and Supporting Documentation***

Governors' Decision No. 19-1, the proposed new rates, the service performance data and plan, and supporting documents establishing compliance with 39 U.S.C. § 3633(a) and 39 C.F.R. § 3035.105 are being filed separately under seal with the Commission in unredacted form. The Postal Service's Application for Non-public Treatment of those materials is included with this Notice as Attachment 1. A redacted version of the new rates is included as Attachment 2. The certified statement required

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<sup>1</sup> See Docket Nos. MC2009-10 and CP2009-12, Order Adding Inbound International Expedited Services 2 to Competitive Product List, December 31, 2008 (Order No. 162), at 8. Subsequently, the Commission approved the Postal Service's request to change the product name to Inbound EMS 2. See Docket No. CP2013-77, Order Approving Rate and Classification Changes for Inbound International Expedited Services 2, August 30, 2013 (Order No. 1822).

<sup>2</sup> PRC Order No. 281, Order Concerning Filing of Changes in Rates for Inbound International Expedited Services 2, Docket No. CP2009-57, August 19, 2009; PRC Order No. 523, Order Concerning Filing of Changes in Rates for Inbound International Expedited Services 2, Docket No. CP2010-90, August 23, 2010; PRC Order No. 806, Order Approving Changes in Rates for Inbound International Expedited Services 2, Docket No. CP2011-66, August 16, 2011; PRC Order No. 1456, Order Approving Rate Changes For Inbound International Expedited Services 2, Docket No. CP2012-52, August 30, 2012; PRC Order No. 1822, Order Approving Rate Changes For Inbound International Expedited Services 2, Docket No. CP2013-77, August 30, 2013; PRC Order No. 2140, Order Adding Changes in Rates Not of General Applicability for Inbound EMS 2, Docket No. CP2014-58, August 1, 2014; PRC Order No. 2656, Order Approving Changes in Rates Not of General Applicability for Inbound EMS 2, Docket No. CP2015-117, August 12, 2015; PRC Order No. 4081, Order Approving Changes in Prices Not of General Applicability for Inbound EMS 2, Docket No. CP2017-271, August 30, 2017; PRC Order No. 4799, Order Approving Changes in Prices Not of General Applicability for Inbound EMS 2, Docket No. CP2018-287, August 28, 2018; PRC Order No. 5212, Order Approving Changes in Prices Not of General Applicability for Inbound EMS 2, Docket No. CP2019-209, August 28, 2019; PRC Order No. 5660, Order Approving Changes in Prices Not of General Applicability For Inbound EMS 2, Docket No. CP020-250, August 28, 2020.

by 39 C.F.R. § 3035.105(c)(2) is included as Attachment 3. A redacted copy of Governors' Decision No. 19-1 is included as Attachment 4. In accordance with Commission Order No. 5660, the Postal Service is providing as Attachments 5 and 6, respectively, redacted copies of the latest revised annual EMS Pay-for-Performance ("PfP") Plan available (for 2022), plus the most recent available annual PfP Report Card (for CY 2020). Moreover, as further directed in Order No. 5660, the financial workpapers that accompany the filing of this Notice include penalties incurred, if any, from the most recent (pre-pandemic) year; all PfP penalties are applied in the financial workpapers and all lost revenue is deducted accordingly. Note that, as penalties were waived in CY 2020 and for 2021 in light of the pandemic, the 2019 penalties are used in the workpapers and model; these are the same penalties that were calculated and applied last year in the workpapers and attachments in Docket No. CP2020-250. To illustrate compliance with 39 U.S.C. § 3633, the Postal Service has shown in the accompanying financial spreadsheets a scenario for cost coverage which would provide the maximum discount to all foreign posts. Finally, as Attachment 7, the Postal Service is including a separate list of countries expected to participate in PfP in CY 2022.

The new rates for Inbound EMS 2 would take effect in CY 2022 (and the Postal Service must give notice of the new rates to the UPU by August 31). As shown in Attachment 2, the Postal Service could undertake to offer certain discounted inbound EMS rates below the base rate to any of the foreign postal operators with which it exchanges EMS. The Commission would be advised which foreign postal operators have, in fact, entered into such bilateral contracts and would be advised of the discounted rates that apply to each, because the Postal Service would file those

contracts with the Commission (and with the Department of State) pursuant to 39 U.S.C. § 407(d)(2).

With the financial documentation that accompanies this Notice, the Postal Service provides the following with respect to the proposed new EMS rates:

- The SDR conversion rate to U.S. dollars used for the cost coverage analysis was 1 SDR is equal to \$ 1.42642.<sup>3</sup>
- The estimated cost coverage is shown in the accompanying financial information.

The financial information and the attached certification show that the Inbound EMS 2 product should cover its attributable costs, preclude the subsidization of competitive products by market dominant products, and not impair the ability of competitive products on the whole to cover the prescribed appropriate share of institutional costs.

### ***Confidentiality***

The Postal Service maintains that the redacted portions of the Governors' Decision, service performance data and plan, the new rates, and related financial information should remain confidential. The Postal Service provides its Application for Non-public Treatment of materials filed under seal as Attachment 1.

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<sup>3</sup> This conversion rate is based on the publication of the SDR value by the International Monetary Fund (IMF) on June 30, 2021. The conversion rate at the time of settlement may vary based on the IMF value of the SDR at time of settlement.

## ***Conclusion***

For the reasons discussed above, and on the basis of the supporting information filed under seal, the Postal Service has established that these new Inbound EMS 2 rates are in compliance with the requirements of 39 U.S.C. § 3633(a). Accordingly, the Postal Service respectfully submits that it has met its burden of providing notice to the Commission of changed rates within the scope established by Governors' Decision No. 19-1, as required by 39 U.S.C. § 3632(b)(3), and that these proposed new rates for Inbound EMS 2 should be favorably reviewed to take effect January 1, 2022, because they meet all necessary statutory and regulatory requirements. The Postal Service respectfully requests that the Commission review these rates no later than Friday, August 27, 2021, such that the Postal Service may give notice to the UPU of these new EMS rates by Tuesday, August 31, 2021.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
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August 10, 2021

**APPLICATION OF THE UNITED STATES POSTAL SERVICE  
FOR NON-PUBLIC TREATMENT**

In accordance with 39 C.F.R. Part 3011, the United States Postal Service (Postal Service) hereby applies for non-public treatment of certain materials filed with the Postal Regulatory Commission (Commission) in this docket. The materials pertain to the Inbound EMS 2 rates which will be effective on January 1, 2022. The unredacted rates, Governors' Decision, service performance data and plan, and financial work papers used to demonstrate compliance with 39 U.S.C. §§ 3632-3633 and 39 C.F.R. §§ 3035.105 and 3035.107 are being filed separately under seal with the Commission. Redacted copies of these materials are filed publicly, including redacted versions of supporting financial documentation filed as separate Excel documents.

The Postal Service furnishes the justification for this application required by 39 C.F.R. § 3011.201 below.

**(1) The rationale for claiming that the materials are non-public, including the specific statutory provision(s) supporting the claim, and an explanation justifying application of the provision(s) to the materials;**

Information of a commercial nature, which under good business practice would not be publicly disclosed, as well as third party business information, is not required to be disclosed to the public. 39 U.S.C. § 410(c)(2); 5 U.S.C. § 552(b)(4). The Commission may determine the appropriate level of confidentiality to be afforded to such information after weighing the nature and extent of the likely commercial injury to the Postal Service against the public interest in maintaining the financial transparency of a government establishment

competing in commercial markets. 39 U.S.C. § 504(g)(3)(A).<sup>1</sup> Because the portions of materials filed non-publicly in this docket fall within the scope of information not required to be disclosed publicly, the Postal Service asks the Commission to support its determination that these materials are exempt from public disclosure and grant its application for their non-public treatment.

**(2) A statement of whether the submitter, any person other than the submitter, or both have a proprietary interest in the information contained within the non-public materials, and the identification(s) specified in paragraphs (b)(2)(i) through (iii) of [39 C.F.R. § 3011.201] (whichever is applicable). For purposes of this paragraph, identification means the name, phone number, and email address of an individual;**

In the case of Inbound EMS 2, the other members of the EMS Cooperative of the Universal Postal Union may have a proprietary interest in the materials. Due to language and cultural differences as well as the sensitive nature of the Postal Service's rate relationship with the affected foreign postal operators, the Postal Service proposes that a designated Postal Service employee serve as the point of contact for any notices to the relevant postal operators.<sup>2</sup> The Postal Service identifies as an appropriate contact person Ms.

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<sup>1</sup> In appropriate circumstances, the Commission may determine the proper level of confidentiality to be afforded to such information after weighing the nature and extent of the likely commercial injury to the Postal Service against the public interest in maintaining the financial transparency of a government establishment competing in commercial markets. 39 U.S.C. § 504(g)(3)(A). The Commission has indicated that "likely commercial injury" should be construed broadly to encompass other types of injury, such as harms to privacy, deliberative process, or law enforcement interests. PRC Order No. 4679, Order Adopting Final Rules Relating to Non-Public Information, Docket No. RM2018-3, June 27, 2018, at 16 (reconfirming that the adopted final rules do not alter this long-standing practice); PRC Order No. 194, Second Notice of Proposed Rulemaking to Establish a Procedure for According Appropriate Confidentiality, Docket No. RM2008-1, March 20, 2009, at 11.

<sup>2</sup> 39 C.F.R. § 3011.201(b)(2)(ii) provides that, where a third party's identification is "sensitive or impracticable," another individual may be designated to provide notice to the third party as applicable. Under the present circumstances in which the third parties are foreign postal operators that are based abroad to conduct their business, it is impracticable to identify one individual who can receive and accept future notices of U.S. motions, subpoenas, or orders

Nakesha Kemp-Hirst, USPS Global Business. Ms. Kemp-Hirst's phone number is (202) 268-5962, and her email address is Nakesha.E.Kemp-Hirst@usps.gov.

The Postal Service provided notice to all foreign postal operators within the Universal Postal Union network through an International Bureau Circular (Circular No. 216) issued on December 21, 2020, that the Postal Service will be regularly submitting certain business information to the Commission. The circular includes information on how third parties may address any confidentiality concerns with the Commission. In addition, contact information for all UPU Designated Operators is available at the following link, which is incorporated by reference into the instant application:

[http://pls.upu.int/pls/ap/addr\\_public.display\\_addr?p\\_language=AN](http://pls.upu.int/pls/ap/addr_public.display_addr?p_language=AN).<sup>3</sup>

**(3) A description of the information contained within the materials claimed to be non-public in a manner that, without revealing the information at issue, would allow the Commission to thoroughly evaluate the basis for the claim that the information contained within the materials is non-public;**

In connection with the Postal Service's Notice filed in this docket, the Postal Service includes the new rates, the Governors' Decision establishing rates, EMS Pay-for-Performance ("PfP") service performance data and plan, supporting financial workpapers, and a list of countries expected to participate in PfP in CY 2022. The unredacted rates, Governors' Decision, performance data and plan, financial workpapers and list of countries are being filed under seal, with redacted copies filed publicly.

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related to these materials on behalf of the foreign operators. Accordingly, the Postal Service identifies the individual above to provide such notices as applicable.

<sup>3</sup> To the extent required, the Postal Service seeks a waiver from having to provide each foreign postal operator notice of these dockets. It is impractical to communicate with dozens of operators in multiple languages about this matter. Moreover, the volume of filings would overwhelm both the Postal Service and the applicable foreign postal operators with boilerplate notices.

The redactions applied to the financial workpapers and Governors' Decision protect commercially sensitive information such as underlying costs and assumptions, volumes, pricing formulas, and cost coverage projections. The redactions to the PfP plan and EMS reports protect commercially sensitive information of the Postal Service and of third-party foreign postal operators, including competitive product volumes and the performance standards of the plan and the Postal Service's actual service performance data thereunder.<sup>4</sup> The redactions to the rate chart are applied to the prices established for 2022. The redactions to the list of countries expected to participate in PfP in CY 2022 protect the identities of third-party foreign postal operators.

**(4) Particular identification of the nature and extent of the harm alleged and the likelihood of such harm alleged to result from disclosure;**

If the portions of the withheld materials that the Postal Service determined to be protected from disclosure due to their commercially sensitive nature were to be disclosed publicly, the Postal Service considers that it is quite likely that the Postal Service would suffer commercial harm. Information about pricing is commercially sensitive, and the Postal Service does not believe that it would be disclosed under good business practice.

The financial workpapers concerning the EMS rates include specific information such as costs, assumptions used in pricing formulas, the formulas themselves, incoming volumes, and projections of variables. All of this information is highly confidential in a competitive business environment, and the

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<sup>4</sup> In addition, for the reports, data pertaining to operators not in the PfP program and data pertaining to the Postal Service's outbound flows have been excluded or redacted (even in the non-public versions filed under seal) because that information is irrelevant to the present matter.

Postal Service does not believe that it would be disclosed under good business practice. If the portions of the financial workpapers that the Postal Service determined to be protected from disclosure due to their commercially sensitive nature were to be disclosed publicly, the Postal Service considers that it is quite likely that it would suffer commercial harm.

Competitors could use such information to assess the rates charged by the Postal Service to foreign postal operators for any possible comparative vulnerabilities and focus sales and marketing efforts on those areas. Likewise, competitors would be able to take advantage of the information to offer lower pricing to customers, which could include foreign posts because they are not required to use the Postal Service for delivery of EMS items destined to the United States. Unlike the Postal Service, its competitors can subsidize any product-specific losses with profits from other customers and products.

Competitors could also exploit the non-public service performance standards and data. Such information is commercially sensitive, as it may reveal the relative strengths and weaknesses of the Postal Service. Competitors would gain a competitive advantage that the Postal Service lacks, as it would not have access to the same type of data of those competitors.

Additionally, foreign postal operators or other potential customers could use costing information to their advantage in negotiating the terms of their own agreements with the Postal Service. Potential customers, including foreign posts, could also deduce from the rates provided in the work papers whether additional margin for net profit exists. From this information, each foreign postal

operator or customer could attempt to negotiate ever-decreasing prices, such that the Postal Service's ability to negotiate competitive yet financially sound rates would be compromised. Given that these spreadsheets are filed in their native format, the Postal Service's assessment is that the likelihood that the information would be used in this way is great.

Finally, both competitors and foreign postal operators could use identifying information included in the list of participating countries, and/or in other documents included in this filing, to undermine the Postal Service's position in the marketplace.

**(5) At least one specific hypothetical, illustrative example of each alleged harm;**

Harm: Public disclosure of information in the financial workpapers would be used by the Postal Service's competitors to its detriment.

Hypothetical: A competing package delivery service obtains a copy of the unredacted version of the financial workpapers from the Postal Regulatory Commission's website. The competitor analyzes the workpapers to determine what the Postal Service would have to charge its customers in order for the Postal Service to meet its minimum statutory obligations for cost coverage and contribution to institutional costs. The competing package delivery service then sets its own rates under that threshold for products similar to those that the Postal Service offers other posts and markets its ability to guarantee to beat the Postal Service on price for inbound EMS delivery. By sustaining this below-market strategy for a relatively short period of time, the competitor, or all of the

Postal Service's competitors acting in a likewise fashion, would freeze the Postal Service out of the inbound EMS delivery market.

Harm: Foreign postal operators could use the information in the financials to undermine the Postal Service's position in negotiations concerning bilateral EMS charges.

Hypothetical: The disaggregated costs, revenue, volume, and weights are disclosed to the public. Foreign postal operators obtain the information and use it to their advantage in negotiating bilateral EMS charges with the Postal Service in an effort to lower the rates charged for delivery of EMS in the United States.

Harm: Public disclosure of information in the financial work papers would be used by the EMS Cooperative members' competitors to the detriment of the EMS Cooperative members.

Hypothetical: A competing international delivery service obtains a copy of the unredacted version of the financial workpapers from the Postal Regulatory Commission's website. The competitor analyzes the workpapers to assess the underlying costs for the corresponding products of the foreign postal operators. The competitor uses that information as a baseline to negotiate with U.S. customs brokers and freight companies to develop lower-cost alternatives.

Alternatively, competitors of the foreign postal operators extract information regarding the volumes they are sending to the United States as a means of gaining market intelligence for targeting their own global expansion efforts.

Harm: Public disclosure of information in the Governors' Decision No. 19-1, including the Governors' internal deliberative bases for setting competitive prices, would be used by competitors to the detriment of the Postal Services.

Hypothetical: A competing package delivery service obtains a copy of the unredacted version of the Governors' Decision from the Postal Regulatory

Commission's website, revealing both the Governors' pricing standards and the Postal Service's internal deliberative bases for setting certain specific prices for competitively classified products. Moreover, if the Commission were to compel such disclosure, it might also compel disclosure of other unredacted Governors' Decisions, past and future. The internal deliberative pricing processes, cost assumptions, and pricing formulas that the Postal Service uses to establish its prices for competitive products can, and does, vary at different times and for different competitive products. If the Commission gave competitors access to that type of information, and indeed also to such information over time as the Governors' Decisions may change, then the competitors could analyze the data to determine what the Postal Service would have to charge its customers for cost coverage and contribution to institutional costs; those competitors could then set their rates and market their own products similar to the Postal Service's offerings at competitively advantageous levels. That, in turn, harms the Postal Service commercially, and unfairly, as it does not have access to its competitors' similar information.

Harm: Public disclosure of the plan and data pertaining to the Postal Service's service performance could be used by its competitors to its competitive detriment.

Hypothetical: A competing international delivery service obtains a copy of the unredacted version of the service performance plan and data from the Postal Regulatory Commission's website. The competitor passes this information along to its sales and marketing functions. The competitor then uses this performance information to develop plans to compete more effectively against the Postal Service and/or to develop comparative advertising and marketing.

Harm: Public disclosure of identifying information concerning the counterparty an EMS PfP Agreement would give competitors an advantage in the marketplace.

**Hypothetical:** A competitor and/or foreign postal operator is able to identify the counterparty to an EMS PfP Agreement from information provided on the PRC's website. The competitor uses this information to contact the counterparty directly and attempt to undersell the Postal Service and obtain new business; or the foreign postal operator uses this information to determine specific operational procedures in the marketplace and mimics them for its own benefit and to the financial detriment of the Postal Service.

**(6) The extent of protection from public disclosure alleged to be necessary;**

The Postal Service maintains that the redacted portions of the materials filed non-publicly should be withheld from persons involved in competitive decision-making in the relevant market for international expedited and parcels products (including both private sector integrators and foreign postal operators), as well as their consultants and attorneys. Additionally, the Postal Service believes that actual or potential customers of the Postal Service for this or similar products (including other postal operators), as well as actual or potential customers of a postal operator or expedited/parcel integrator for this or similar products, should not be provided access to the non-public materials.

**(7) The length of time for which non-public treatment is alleged to be necessary with justification thereof; and**

The Commission's regulations provide that non-public materials shall lose non-public status ten years after the date of filing with the Commission, unless otherwise provided by the Commission. 39 C.F.R. § 3011.401(a). However,

because the Postal Service's relationships with postal operators often continue beyond ten years, the Postal Service intends to oppose requests for disclosure of these materials pursuant to 39 C.F.R. § 3011.401(b)-(c).

**(8) Any other relevant factors or reasons to support the application.**

None.

***Conclusion***

For the reasons discussed, the Postal Service asks that the Commission grant its application for non-public treatment of the identified materials.

## Inbound EMS 2

### Rate Structure & Rates to Become Effective January 1, 2022 (if favorably reviewed)

	SDR Rate per item	SDR Rate per kilogram
Maximum Rate (base, non-discounted rate) <sup>1</sup>	██████	██████
Minimum Rate (applying maximum discount rate) <sup>2</sup>	██████	██████

<sup>1</sup> EMS service would continue to require an EMS *operational* agreement with the U.S. Postal Service.

<sup>2</sup> This represents the maximum discount rate that the U.S. Postal Service would be permitted to offer by agreement if the Commission favorably reviews the rates in this docket. As is currently the case, the U.S. Postal Service could also continue to seek to offer larger discount rates beyond this range on a bilateral or multilateral contract basis, but would still need to submit such larger discount contract rates to the Commission separately for review, with adequate financial documentation to support them.

## **Certification of Prices for Inbound EMS 2**

I, Karen Meehan, Director of International Pricing and Financial Reporting, United States Postal Service, am familiar with the prices for Inbound EMS 2. The prices were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates, issued February 7, 2019 (Governors' Decision No. 19-1).

I hereby certify that the data submitted in support of these prices are accurate and that the numerical revenue and cost values underlying the prices for Inbound EMS 2 are the appropriate data to use in the formulas and represent the best available information. With these new prices, Inbound EMS 2 and competitive products in total will comply with 39 U.S.C. § 3633(a). The prices demonstrate that Inbound EMS 2 should cover their attributable costs and preclude the subsidization of competitive products by market-dominant products. International competitive mail accounts for a relatively small percentage of the total contribution by all competitive products. Contribution from Inbound EMS 2 should be even smaller. Inbound EMS 2 should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

**Karen Meehan**

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Karen Meehan

8/10/2021

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Date

**RESTRICTED AND SENSITIVE BUSINESS INFORMATION - DO NOT DISCLOSE**

**DECISION OF THE GOVERNORS OF THE UNITED STATES POSTAL SERVICE ON THE ESTABLISHMENT OF PRICES AND CLASSIFICATIONS FOR DOMESTIC COMPETITIVE AGREEMENTS, OUTBOUND INTERNATIONAL COMPETITIVE AGREEMENTS, INBOUND INTERNATIONAL COMPETITIVE AGREEMENTS, AND OTHER NON-PUBLISHED COMPETITIVE RATES (GOVERNORS' DECISION NO. 19-1)**

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February 7, 2019

**STATEMENT OF EXPLANATION AND JUSTIFICATION**

Pursuant to our authority under section 3632 of title 39, as amended by the Postal Accountability and Enhancement Act of 2006 ("PAEA"), we establish new prices not of general applicability for certain of the Postal Service's competitive service offerings, and such changes in classification as are necessary to implement the new prices.

This decision establishes new prices for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates. Domestic Competitive Agreements consist of negotiated service agreements with Postal Service customers for domestic services that are categorized as competitive in accordance with 39 U.S.C. § 3642(b)(1)-(2). Outbound International Competitive Agreements consist of negotiated service agreements with Postal Service customers for outbound international services that are categorized as competitive in accordance with 39 U.S.C. § 3642(b)(1)-(2). Inbound International Competitive Agreements consist of negotiated service agreements with foreign postal operators or other entities for inbound international services that are categorized as competitive in accordance with 39 U.S.C. § 3642(b)(1)-(2). Other Non-Published Competitive Rates consist of rates not of general applicability that are not embodied in contractual instruments.

With respect to any product within the above categories, management is hereby authorized to prepare any necessary product description, including text for inclusion in the Mail Classification Schedule, and to make all necessary regulatory filings with the Postal

**RESTRICTED AND SENSITIVE BUSINESS INFORMATION - DO NOT DISCLOSE**

Regulatory Commission. [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

The Postal Accountability and Enhancement Act (PAEA) requires that prices for competitive products must cover each product's attributable costs, not result in subsidization by market dominant products, and enable all competitive products to contribute an appropriate share to the Postal Service's institutional costs. For agreements subject to this Decision, there are hereby established prices that will enable each agreement to cover at least 100 percent of the attributable costs for the relevant product and that conform in all other respects to 39 U.S.C. §§ 3632-3633 and 39 C.F.R. §§ 3015.5 and 3015.7. As discussed in the accompanying management analysis, the Chief Financial Officer (or his delegate(s)) shall certify that all cost inputs have been correctly identified for prices subject to this Decision and that all prices subject to this Decision conform to this Decision and to the requirements of the PAEA.

No agreement, grouping of functionally equivalent agreements, or other classification authorized pursuant to this Decision may go into effect unless it is submitted to the Postal Regulatory Commission with a notice that complies with 39 U.S.C. § 3632(b)(3). On a semi-annual basis, management shall furnish the Governors with a report on all non-published rate and classification initiatives, as specified in the accompanying Management Analysis. Not less than once each year, the Governors shall review the basis for this Decision and make such further determination as they may deem necessary. This Decision does not affect postal management's obligation to furnish to the Board of Governors information regarding any significant new program, policy, major modification, or initiative, or any other matter under 39 C.F.R. § 3.7(d), including where such a matter also falls within the scope of this Decision.


**RESTRICTED AND SENSITIVE BUSINESS INFORMATION - DO NOT DISCLOSE**

This Decision supersedes previous Governors' Decisions setting classifications and rates not of general applicability for competitive products; however, prices and classifications established under those Decisions may continue to be offered until the expiration of their terms, and contractual option periods and extension provisions that are included in the existing and future agreements can continue to be exercised.

**ORDER**

In accordance with the foregoing Decision of the Governors, the new prices and terms set forth herein for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates and the changes in classification necessary to implement those prices, are hereby approved and ordered into effect. An agreement or other nonpublished rate and classification initiative is authorized under this Decision only if the prices fall within this Decision and the certification process specified herein is followed. Prices and classification changes established pursuant to this Decision will take effect after filing with and completion of any necessary review by the Postal Regulatory Commission.

By The Governors:

A handwritten signature in cursive script, appearing to read "Robert M. Duncan", is written over a horizontal line.

Robert M. Duncan  
Chairman, Board of Governors

# **Pay-for-Performance Plan 2022**

EMS Unit – EMS Cooperative

## **Article 1**

### **Definitions**

- a “Participating operator” means an EMS operator that is a member of the EMS Cooperative that is eligible to apply the EMS Pay-for-Performance Plan, as provided in article 2, and that adheres to the provisions of the Plan.
- b “On-time transmission” means transmission of data related to [REDACTED]
- c “Delivery standards” means a definition of the delivery service provided in sufficient detail to allow EMS operators to understand the service offered and to schedule export dispatches. Delivery standards must be validated by the EMS Cooperative.
- d “Validated delivery standards” means delivery standards defined in a way that allows delivery performance measurement by the model used by the monitoring organization for the EMS Cooperative. The definition will be confirmed by the EMS Unit and the monitoring organization and agreed to by the participating operator.
- e “On-time delivery” means an attempted or successful delivery in accordance with a participating operator’s validated delivery standards.
- f “Transmission of sufficient data in its EMS event messages” means transmission of [REDACTED]
- g Individual tracking event names refer to events specified in UPU Standard M40 – EMSEVT V3. Events should be transmitted in accordance with the “User guide for the use of tracking events of the UPU Standard M40 EMSEVT V3 for operations” and the “IT guide to the UPU Standard M40 EMSEVT V3 for the EMS Cooperative”.

## **Article 2**

### **Eligibility**

- a An EMS operator that fulfils the requirements below shall be considered eligible to be a participating operator:
  - i membership of the EMS Cooperative;
  - ii use of the UPU standard EMS identifier and barcode on 100% of its outward EMS items;
  - iii transmission of sufficient data in its EMS event messages so that its delivery performance may be measured against its validated delivery standards;
  - iv obtainment of validated delivery standards by the EMS Unit.
- b Eligibility of an EMS operator to become a participating operator in this Plan shall be confirmed by the EMS Unit of the EMS Cooperative according to the procedure below:
  - i when an EMS operator fulfils all the requirements specified in article 2a, Pay-for-Performance reports are produced;
  - ii the EMS Unit shall analyze the first Pay-for-Performance report produced and shall notify the results of the analysis to the EMS operator;
  - iii once the EMS Unit has provided the EMS operator with the first Pay-for-Performance report analysis, it shall notify all EMS Cooperative members that the EMS operator is eligible to become a participating operator.

### Article 3 Delivery charges

- a The EMS delivery charges applied by participating operators during a given year to EMS items delivered under the EMS Pay-for-Performance Plan shall be those in effect on 1 January of that year.
- b A participating operator may only increase its EMS delivery charges by notifying the UPU International Bureau of the increase by 31 August of the year prior to that during which the increase will take effect. Participating operators may, however, reach bilateral agreements concerning delivery charges.
- c The rate structures supported by the Pay-for-Performance Plan will be single rates and rates per weight bracket. The weight brackets to be applied will be 0–2 kg, 2–5 kg, 5–10 kg and 10–30 kg. For operators choosing to offer discounted rates for weight brackets, it is recommended that the delivery rate applied for the 10–30 kg category should not exceed the published single rate.
- d Any two participating operators that have bilaterally agreed on a per-item-per-kilogramme rate for either one or both operators shall settle the per-item component of the rate quarterly, following normal pay-for-performance procedures. The per-kilogramme component of the rate shall be settled annually, using methods agreed bilaterally by both participating operators.

### Article 4 Calculation of EMS inter-operator payments in the Pay-for-Performance Plan

- a EMS inter-operator delivery payments shall be based on gross flows of EMS traffic between participants in the EMS Pay-for-Performance Plan.
- b The percentage of the delivery charge to be applied between participating operators in the EMS Pay-for-Performance Plan shall be based on [REDACTED]  
[REDACTED]  
[REDACTED]
- c If an item is presented to Customs, an EDB event should be transmitted. When an item is released from Customs, an EDC event should be transmitted. Additionally, an EME event should always be transmitted in cases in which an item is held by import Customs.
- d [REDACTED]  
[REDACTED]  
[REDACTED]
- e [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- f The percentage of delivery charge paid for penalized items and the incentive threshold shall be as follows:

<i>Year</i>	<i>Percentage delivery charge paid for penalized items below threshold</i>	<i>Threshold</i>
2022 onwards	[REDACTED]	[REDACTED]

- g When an EMS operator applies the EMS Pay-for-Performance Plan 2022, the percentage of the delivery charge, to be applied reciprocally, shall be as shown in the table below, notwithstanding items with import termination which shall be accounted separately:

<i>EMD event</i>	<i>EDH/EMH/EMI event</i>	<i>On-time transmission of EDH/EMH/EMI event</i>	<i>On-time delivery</i>	<i>Percentage of delivery charge for items below the incentive threshold</i>
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- h For EMS operators that apply the EMS Pay-for-Performance Plan 2022, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- i In 2022, the minimum amount that a destination EMS operator shall receive is [REDACTED] of that EMS operator's EMS delivery charge. This relates to items that are [REDACTED]  
[REDACTED]

- j [REDACTED]

- k Each participating operator applying the EMS Pay-for-Performance Plan shall receive a quarterly payment document showing the number of items for which the EMD and delivery events were transmitted, the number of items delivered in accordance with each participating operator's validated delivery standards, and the number of items for which EDH, EMH, and EMI events were transmitted on time.

- l If a participating operator charges separate delivery rates for items falling into different weight brackets, it shall transmit the gross weight of the item in the EMD event. If the participating operator does not transmit the necessary weight data in the EMD event, and this data cannot be found in the EMC event, the item shall be included in the 10–30 kg category.

- m Two EMS operators with only unilateral traffic may also choose to enter this Pay-for-Performance Agreement, in which case the Pay-for-Performance Plan 2022 shall be applied in its current form to settle accounts between them.

- n Two EMS operators exchanging [REDACTED] may agree bilaterally to forgo quarterly accounting and elect to carry out the accounting on an annual basis. Annual accounting shall be carried out using the four quarterly invoices, however only one annual settlement shall be made.

## Article 5 Delivery standards

- a Participating operators may revise their validated delivery standards [REDACTED]  
b Participating operators wishing to revise their validated delivery standards should present the new standards to the EMS Unit for revalidation, using the revalidation package published on the EMS Cooperative website ([www.ems.post](http://www.ems.post)).

<sup>1</sup> According to table (article 4, item f).

<sup>2</sup> According to table (article 4, item f).

- c The EMS Unit shall work with the participating operator to complete the revalidation, which shall be carried out once the participating operator has approved the new validated delivery standards.
- d The implementation of the new validated delivery standards shall be carried out at the start of the month following the acceptance of the new validated delivery standards.
- e New validated delivery standards can only be implemented on the first of each month.
- f The validated delivery standards for each designated office of exchange in the EMS Operational Guide must cover the entire area of the country (or territory of an EMS operator) to which EMS items are delivered.
- g The participating operator agrees to send EMS items only to offices of exchange designated for the receipt of EMS dispatches in the EMS Operational Guide consistent with the UPU IMPC list and for which delivery standards have been validated. EMS items that arrive at non-designated offices of exchange shall be sent to designated offices of exchange for the scanning of the EMD event.
- h The following data must be transmitted for the validation of the delivery standards:
  - tracking event code;<sup>3</sup>
  - item identifier;
  - destination EMS operator;
  - office of exchange code;
  - date;
  - time;
  - delivery office ID (e.g. postcode, delivery office depot, province code or other appropriate code identifying the delivery zone).
- i The “delivery zone” refers to geographic areas where EMS items are delivered on a given day. For example, areas where items are delivered on their day of arrival at the destination office of exchange constitute one delivery zone, while areas where items are delivered the following day constitute a separate delivery zone.

## **Article 6**

### **Accounting procedures**

- a EMS operators participating in the EMS Pay-for-Performance Plan shall apply the following procedures to their quarterly settlement and payment of accounts:
- b Delivery charges to be applied are described in article 3 of the EMS Pay-for-Performance Plan.
- c Quarterly payment documents, produced by the monitoring organization chosen by the EMS Cooperative to provide data and reports for the EMS Pay-for-Performance Plan, shall be the basis for EMS inter-operator payments in respect of the EMS Pay-for-Performance Plan.
- d Pay-for-performance reports shall be produced monthly.
- e The monitoring organization chosen by the EMS Cooperative to provide data and reports for the EMS Pay-for-Performance Plan shall provide all the pay-for-performance documents and flat files electronically to the EMS Unit in Berne, which shall be responsible for distributing the reports to the EMS operators. Monthly documents shall be received by the EMS Unit up to the sixth day of the month following the month for which the reports are produced. Quarterly documents shall be received by the EMS Unit up to the 10th day of the month following the quarter for which the reports are produced.
- f The reports shall include event data received by the monitoring organization chosen by the EMS Cooperative to provide data and reports for the EMS Pay-for-Performance Plan by the fourth day of the month following the month for which the reports are produced.
- g The EMS Unit shall, in turn, notify participating operators of the availability of the Pay-for-Performance documents two working days after receiving the pay-for-performance reports.

<sup>3</sup> Tracking event code is defined in standard 2 of the EMS standards and in the UPU standard M40 – EMSEVT V3.

- h From the date of receipt of the monthly reports and quarterly payment documents from the EMS Unit, each participating operator shall have 30 days to raise questions concerning the data. After this point, errors may no longer be raised.
- i Upon receiving the quarterly payment document, each EMS operator shall:
  - verify the amounts in the quarterly payment document; and
  - determine with which EMS operator it is a net creditor.
- j In cases where the EMS operator is a net creditor, it shall create an invoice in the same format as the quarterly payment document, and shall send the signed invoice within 14 days of receiving the quarterly payment document from the EMS Unit (this may be accomplished by inserting page breaks in the Excel file containing the payment document and printing the individual pages).
- k The net debtor EMS operator to which the invoices are sent shall verify the information on the invoices and either send the signed invoice to the net creditor EMS operator, or communicate its proposed amendments within 14 days of receiving the invoice.
- l The net debtor EMS operator shall pay invoices within 60 days after they are accepted. The method of payment shall be agreed between participating operators.

## **Article 7**

### **Exchange of event data**

Each participating operator agrees to receive all tracking event data transmitted by all other participating operators with which it applies this Plan.

## **Article 8**

### **Application of provisions of bilateral EMS agreements**

The multilateral or bilateral EMS agreements in force between participating operators that apply the Plan with one another shall be applicable, by analogy, in all cases not expressly governed by this Plan.

## **Article 9**

### **Entry into force and duration**

- a The provisions of this Plan shall enter into force on 1 January 2022.
- b Either participating operator may terminate this Agreement by giving three months' notice of termination. The termination shall be effective 31 December of the year in which timely notice of termination is given.
- c Operators previously participating in the Pay-for-Performance Plan will automatically participate under this version of the Plan, without making further agreements with current partners. Only operators not agreeing to continue participation under this version of the Pay-for-Performance Plan will contact their partners in this regard.

## **Article 10**

### **Bilateral implementation of the Pay-for-Performance Plan between partners**

- a Once an EMS operator has completed the steps towards becoming eligible to be a participating operator, it should contact any other EMS operator with which it wishes to enter the Pay-for-Performance Plan. The two participating operators must agree from which quarter the agreement will be implemented.
- b Both participating operators shall choose their preferred method for establishing a legally binding agreement related to their adhesion to the Pay-for-Performance Plan. Both participating operators must complete the Pay-for-Performance Partners Agreement form (Attachment 2) and return it to the EMS Unit in order to inform the EMS Unit of the agreement. Once the EMS Unit has received this form signed by both operators, it is confirmed for reporting purposes that these two operators are partners in the Pay-for-Performance Plan.

## **Article 11**

### **Multilateral implementation of the Pay-for-Performance Plan between partners**

- a An EMS operator which intends to sign the Pay-for-Performance Plan multilaterally shall, once it has completed the necessary steps towards becoming eligible to be a participating operator, complete the Multilateral Pay-for-Performance Agreement form (Attachment 3) and return it to the EMS Unit. On this form, the operator shall indicate the quarter from which it intends to implement the Agreement.
- b Upon receipt of the completed and signed form, the EMS Unit shall confirm the addition of the EMS operator as a signatory of the Multilateral Pay-for-Performance Agreement and inform all current signatories of the new signatory.

## **Article 12**

### **Disputes**

In the event of disputes among participating operators resulting from different interpretations of the Plan, participants may present the circumstances of the dispute to the EMS Unit. The EMS Unit and Pay-for-Performance Team will facilitate in the interpretation and clarification of the aspects of the Plan which are in dispute. If the dispute cannot be resolved with the facilitation of the EMS Unit and the Pay-for-Performance Team, the participants may present the circumstances of the dispute to the EMS Board to facilitate the interpretation and clarification of the aspects of the EMS Pay-for-Performance Plan in dispute. If the dispute still cannot be resolved, the participants may use the existing UPU arbitration process outlined in the Acts of the Union (Constitution and General Regulations) to resolve the dispute, provided that the arbitrators are participating operators in the EMS Pay-for-Performance Plan.

## **Article 13**

### **Force majeure**

- a A participating operator shall not be liable for any penalties under the Plan if it fails to perform any of its obligations under the Plan insofar as it complies with article 14, provided that:
  - i the failure was due to an impediment beyond its reasonable control;
  - ii the participating operator could not reasonably be expected to have taken the impediment, and its effect upon its ability to perform, into account at the time of entering the Pay-for-Performance Agreement; and
  - iii it could not have reasonably avoided or overcome such an impediment, or at least its effects.
- b An impediment, within the meaning above, could result from events including the following:
  - i war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, acts of terrorism;
  - ii natural disasters, such as violent storms, cyclones, volcanic activity, earthquakes, tidal waves, floods, destruction by lightning;
  - iii explosions, fires, destruction of machines, of factories, and of any kind of installations;
  - iv acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assumed risk by virtue of other provisions of the Agreement; and apart from the matters mentioned in paragraph c below;
  - v government-imposed measures.
- c For the purposes of paragraph a above, and unless otherwise provided for in the Plan or bilateral agreement, impediment does not include lack of authorizations, of licences, of entry or residence permits, or of approvals necessary for the performance of the Plan; nor does it include strikes or other industrial action (which are covered by section d below).

- d The definition of a strike, for the purposes of this document, is the serious interruption of normal operations due to industrial action. External strike:
- i An external strike is a strike which does not involve the participating operator itself but nevertheless affects that participating operator's ability to handle EMS items or provide on-time transmission of EMS items. If an external strike takes place, the participating operator can claim an exemption from any penalties that may otherwise apply under the Plan for a period extending from the beginning of the external strike until two days after being notified of its conclusion.
  - ii After an external strike, any other participating operator facing an increase in the volume of EMS items received from the participating operator affected by the external strike can apply for an exemption from any penalties that may otherwise apply under the Plan, for the first two days after the external strike.
- e [REDACTED]

#### **Article 14**

##### **Application of force majeure**

- a Application of force majeure under article 13b and d:
- i The EMS Unit shall confirm in each case whether the force majeure shall be applied, in accordance with the rules.
  - ii Any failure to inform the EMS Unit within the time frame defined below will be reason for non-application of the force majeure, in which case reports will not be re-run.
  - iii The EMS operator shall notify the EMS Unit within 24 hours of the incident.
  - iv The EMS Unit shall provide this information to all EMS operators.
  - v When the service is resumed, the EMS operator shall inform the EMS Unit within 24 hours from the moment that the service went back to normal.
  - vi The EMS Unit shall provide the information to all EMS operators.
  - vii For reporting purposes, the days and/or the area where the EMS service was disrupted shall be excluded from the performance calculation.
  - viii In the case that the disruption occurs close to the end of the month and continues beyond the cut-off date for the reports, thereby affecting two or more months, the EMS operator shall contact the EMS Unit by the last day of the month and by the second day of the following month reconfirming that the problem still exists and that actions are being taken to resolve it. The relevant reports shall discount these days in the current month and in the following one.
  - ix The above process shall also be applied if the disruption only affected one part of the national coverage. However, in this case, the EMS operator shall make clear to the EMS Unit what areas are affected and their respective delivery office codes, which will be excluded from the measurement during the period of disruption.
- b Application of force majeure in respect of article 13e:
- i [REDACTED]
  - ii [REDACTED]
  - iii [REDACTED]  
[REDACTED]
  - iv [REDACTED]
  - v [REDACTED]  
[REDACTED]
  - vi [REDACTED]
  - vii [REDACTED]  
[REDACTED]

## Anomalies

1

No.	Anomaly	Description	Payment applied for items below the threshold and reason
1	Missing EMD event	If an EDH, EMH, or EMI event is transmitted and no EMD event is transmitted over the reporting period, performance measurement is not possible.	[REDACTED]

2

No.	Anomaly	Description	Payment applied for items below the threshold and reason
1	No office of exchange (OE) code or invalid OE code	If the OE code in the EMD event is not transmitted, or if the OE code transmitted is not defined in the definition tables, performance measurement against the validated delivery standards is not possible.	[REDACTED]
2	No delivery office or invalid delivery office ID (delivery zone indicator)	If the information required to identify the delivery zone in the EDH/EMH/EMI event is not transmitted, performance measurement against the validated delivery standards is not possible.	[REDACTED]
3	Events out of sequence	If the date or time of the EDH/EMH/EMI event is earlier than the date or time of the EMD event, performance measurement is not possible.	[REDACTED]

**Pay-for-Performance Partners Agreement form**

EMS operators entering into the agreement:

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<i>Year/quarter</i>	<i>Percentage of delivery charge paid for penalized items below threshold</i>	<i>Threshold</i>

*Partner 1*

I, as a representative of (EMS operator) \_\_\_\_\_, hereby agree that my organization will participate in the EMS Pay-for-Performance Plan under the above-stated conditions.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

*Partner 2*

I, as a representative of (EMS operator) \_\_\_\_\_, hereby agree that my organization will participate in the EMS Pay-for-Performance Plan under the above-stated conditions.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Please return to:

EMS Unit  
International Bureau  
Universal Postal Union  
Weltpoststrasse 4  
P.O. Box 312  
3000 BERNE 15  
SWITZERLAND

Fax: +41 31 351 52 00  
E-mail: [ems.unit@upu.int](mailto:ems.unit@upu.int)

### **Multilateral Pay-for-Performance Agreement form**

EMS operator entering into the Agreement:

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Quarter/year of implementation:

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The EMS operator of \_\_\_\_\_ hereby undertakes to adopt the Multilateral Pay-for-Performance Agreement. The Pay-for-Performance Plan, as a multilateral agreement accepted by all EMS Cooperative members which are signatories to it, shall normally form the legal basis for the settlement of accounts between the signatories without any further requirement for the exchange of bilateral Pay-for-Performance agreements between parties to the Multilateral Pay-for-Performance Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### **EMS operator signatories of the Multilateral Pay-for-Performance Agreement**

The list of signatories of the Multilateral Pay-for-Performance Agreement is published on the EMS Cooperative website.

Please return to:

EMS Unit  
International Bureau  
Universal Postal Union  
Weltpoststrasse 4  
P.O. Box 312  
3000 BERNE 15  
SWITZERLAND

Fax: +41 31 351 52 00

E-mail: [ems.unit@upu.int](mailto:ems.unit@upu.int)



# EMS Cooperative Report Cards

Prepared by PwC

EMS Operator  
United States of America

Year  
2020

Annual Individual Card



End-to-end Performance						Tracking and Customs						EMS Customer Service											
Indicator	Q1	Q2	Q3	Q4	Annual	Indicator	Q1	Q2	Q3	Q4	Annual	Indicator	Q1	Q2	Q3	Q4	Annual						
On-time End-to-end						On-time transmission						Customer Service response quality											
Late End-to-end						Full Track and Trace						Phone answered within 20 sec											
Anomalies End-to-end						EMA over EMC						E-mail answered											
						EMD over EMC						The first value is based on information provided by EMS/Paranor. PwC is not responsible for the data shown in this result.											
On-time export						EDC over EDB/EME						EMS Service Information											
Late export						EDH/EMH/EMI over EMD						Indicator	Q1	Q2	Q3	Q4	Annual						
Anomalies export						RESDES over PREDES						Export volume growth											
						PREDES over number of partners						Inbound traffic in PFP											
On-time transportation (as origin)						RESCON over PRECON						Outbound traffic in PFP											
Late transport						CARDIT sent						No	No	No	No	No	Signatory of the PFP multilateral	No	No	No	No	No	
Anomalies transport						RESBIT received	No	No	No	No	No	Participation in the PFP	Yes	No	Yes	Yes	Yes						
On-time delivery						Send and receive ITMATT	Yes	Yes	Yes	Yes	Yes	EMSEVTV3 evaluation	No	No	No	No	No						
Late delivery												Operational Guide update	Yes	Yes	Yes	Yes	Yes						
Anomalies delivery																							
No delivery information																							
						Results based on information provided by EMS/Paranor. PwC is not responsible for the data shown in the results.												Results based on information provided by EMS/Paranor. PwC is not responsible for the data shown in the results.					

Results based on information provided by EMS/Paranor. PwC is not responsible for the data shown in the results.

Results based on information provided by EMS/Paranor. PwC is not responsible for the data shown in the results.

Results based on information provided by EMS/Paranor. PwC is not responsible for the data shown in the results.

Note:  
Customer Service Response Quality annual figures exceptionally cover the period July to December due to the launch of iCare in 2020.

